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Signed and Filed: October 08, 2009

A handwritten signature in dark ink, appearing to read "Dennis Montali", is written over a horizontal line.

DENNIS MONTALI  
U.S. Bankruptcy Judge

Attorney for Debtor(s)

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA

In re:

Julio P Julao Jr.

Elisa P Julao

Debtors

Case No. 09-31756 DM Ch. 13

**ORDER**

Hearing Date: NOT REQUESTED Time:

Judge: MONTALI

Place: Crt Rm 22 – USBC 235 Pine Street San Francisco

**ORDER VALUING LIEN OF WELLS FARGO BANK NA**

On September 14, 2009 Debtor filed a *Motion To Value Security* regarding the lien of **WELLS FARGO BANK NA**, (hereinafter Lienholder), which lien is held against the property commonly known as 3906 Savannah Ct South San Francisco, CA 94080-3947 and more fully described as "... *that certain real property located in the County of San Mateo, State of California, described as follows: Lot 96, Block 9, as shown on that certain Map entitled, 'Westborough West Park Unit No. 3-D, San Mateo County, California,' filed in the office of the Recorder of the County of San Mateo, State of California on October 13, 1972 in Book 78 of Maps at Pages 43, 44 and 45. Subject to restrictions, reservations, easements, covenants, oil, gas or mineral rights of record. If any ... Parcel number of 091-820-270-6*" in which lien was recorded as evidenced by Exhibit A attached hereto and incorporated herein by

1 reference, in County of San Mateo on or about September 4, 2007, as document 2007-131683  
2 (hereinafter the Lien).

3 The court finds that notice of the motion upon Lienholder was proper. Lienholder having failed  
4 to file timely opposition to Debtor's motion, the court hereby orders as follows.

5 (1) For purposes of Debtor's chapter 13 plan only, the Lien is valued at zero, **WELLS FARGO BANK**  
6 **NA**, does not have a secured claim, and the Lien may not be enforced, pursuant to 11 U.S.C. [§§ 506,  
7 1123(b)(5) and 1141 / §§ 506, 1322 (b)(2) and 1327].

8 (2) This order shall become part of Debtor's confirmed chapter 13 plan.

9 (3) Upon entry of a discharge in Debtor's chapter 13 case, the Lien shall be voided for all purposes, and  
10 upon application by Debtor, the court will enter an appropriate form of judgment voiding the Lien.

11 (4) If Debtor's chapter 13 case is dismissed or converted to one under another chapter before Debtor  
12 obtains a discharge, this order shall cease to be effective and the Lien shall be retained to the extent  
13 recognized by applicable nonbankruptcy law, and upon application by the lienholder, the court will  
14 enter an appropriate form of order restoring the Lien.

15 (5) Except as provided by separate, subsequent order of this court, the Lien may not be enforced so long  
16 as this order remains in effect.

17 **\*\*\*END OF ORDER\*\*\***  
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**COURT SERVICE LIST**

Wells Fargo Home Mortgage  
Attention: Bankruptcy Legal Service  
Department MACX7801-03K, 3476  
Stateview Blvd  
Fort Mill, SC 29715

Wells Fargo Home Mortgage  
Attn: AGENT FOR LEGAL SERVICE  
8480 Stagecoach Cir  
Frederick, MD 21701

WELLS FARGO HOME MORTGAGE, Inc.  
c/o Katherine L. Johnson  
PITE DUNCAN, LLP  
4375 Jutland Drive, Ste 200  
San Diego, CA 92117

David Burchard, Trustee  
393 Vintage Park Drive Ste 150  
Foster City, CA 94404

Wells Fargo Bank, N.A.  
P. O. Box 14469 MAC X2303-01A  
Des Moines, IA 50306-9655

Wells Fargo Operations Center  
P.O. Box 31557 MAC B6955-01B  
Billings, MT 59107

Julio and Elisa Julao  
3906 Savannah Ct  
South San Francisco, CA 94080-3947

Recording requested by:  
Wells Fargo Bank, N.A.

When recorded return to:  
Wells Fargo Bank, N.A.  
Attn: Document Mgt.  
P.O. Box 31557  
MAC B6955-015  
Billings MT 59107-9900

2007-131683

09:10am 09/04/07 DT Fee: 16.00

Count of pages 4

Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder



State of California  
REFERENCE #:

Space Above This Line For Recording Data

Account number:

**SHORT FORM DEED OF TRUST**  
(With Future Advance Clause)

4p

1. **DATE AND PARTIES.** The date of this Short Form Deed of Trust ("Security Instrument") is AUGUST 02, 2007 and the parties are as follows:

TRUSTOR ("Grantor"): **Julio P. Julao and Elisa P. Julao, Husband and Wife as Joint Tenants**

whose address is: **3906 SAVANNAH CT, SOUTH SAN FRANCISCO, CALIFORNIA 94080-3947**

TRUSTEE: **American Securities Company, P.O. Box 31557, Billings, MT 59107**

BENEFICIARY ("Lender"): **Wells Fargo Bank, N.A., 101 North Phillips Avenue, Sioux Falls, SD 57104**

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, all of that certain real property located in the County of SAN MATEO, State of California, described as follows:

**Lot 96, Block 9, as shown on that certain Map entitled, "Westborough West Park Unit No. 3-D, San Mateo County, California", filed in the office of the Recorder of the County of San Mateo, State of California on October 13, 1972 in Book 78 of Maps at Pages 43, 44 and 45. Subject to restrictions, reservations, easements, covenants, oil, gas, or mineral rights of record. If any.**

with the address of 3906 SAVANNAH COURT, SOUTH SAN FRANCISCO, CALIFORNIA 94080 and parcel number of 091-820-270-6 together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above.

3. **MAXIMUM OBLIGATION LIMIT AND SECURED DEBT.** The total amount which this Security Instrument will secure shall not exceed \$ 108,000.00 together with all interest thereby accruing, as set forth in the promissory note, revolving line of credit agreement, contract, guaranty or other evidence of debt ("Secured Debt") of even date herewith, and all amendments, extensions, modifications, renewals or other documents which are incorporated by reference into this Security Instrument, now or in the future. The maturity date of the Secured Debt is AUGUST 15, 2037.

CADeed - short CDP.V2 (06/2005)



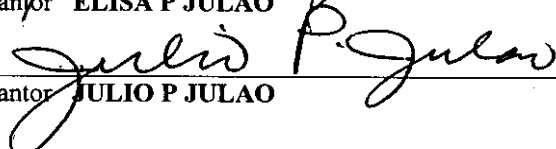
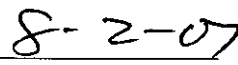


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4. **FICTITIOUS DEED OF TRUST.** By the delivery and execution of this Security Instrument, Grantor agrees that all provisions and sections of the Fictitious Deed of Trust, inclusive, dated **February 1, 1997**, and recorded on **February 06, 1997** as Instrument Number **97-014139** in Book **N/A** at Page **N/A** of the Official Records in the Office of the Recorder of **SAN MATEO** County, State of California, are hereby incorporated into, and shall govern, this Security Instrument.
5. **RIDERS.** If checked, the following are applicable to this Security Instrument. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.
- ☐ **N/A** Third Party Rider
- ☐ **N/A** Leasehold Rider
- ☐ **N/A** Other: **N/A**

**SIGNATURES:** By signing below, Grantor agrees to perform all covenants and duties as set forth in this Security Instrument. Grantor also acknowledges receipt of a copy of this document and a copy of the provisions contained in the previously recorded Fictitious Deed of Trust (the Deed of Trust-Bank/Customer Copy). The undersigned Grantor requests that a copy of ANY NOTICE OF DEFAULT AND ANY NOTICE OF SALE hereunder be mailed to the Grantor's address given herein.

	
Grantor <b>ELISA P JULAO</b>	Date
	
Grantor <b>JULIO P JULAO</b>	Date
Grantor	Date
Grantor	Date
Grantor	Date
Grantor	Date
Grantor	Date
Grantor	Date


CADeed - short CDP.V2 (06/2005)  


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AUG 09 2007

Wells Fargo Bank, N.A.

NOTE DATE: 08-02-2007  
MATURITY DATE: 08-15-2037  
ACCOUNT#:   
REFERENCE #:

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**FIXED RATE LOAN NOTE**  
(Fully Amortizing)

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**Borrower Name:**  
ELISA P JULAO And JULIO P JULAO

**Property Address:**  
3906 SAVANNAH COURT, SOUTH SAN FRANCISCO, CALIFORNIA 94080

**Mailing Address for billing purposes (if different):**  
N/A

**SECTION 1: MY LOAN**

In this Note, the words, "I," "me," "my," and "Borrower" (which also means "we," "us," "our," and "Borrowers," if more than one borrower signs below) refer to each person who signs this Note. The words "you," "your," "Lender," and "the Bank" refer to Wells Fargo Bank, N.A., and any successor or assign or subsequent holder of this Note. Each person who signs this Note is jointly and individually bound by its terms and will be directly liable to the Bank for the entire amount owed on this Note, and each is liable as the principal and not merely as a guarantor.

**SECTION 2: SECURITY INTEREST**

I am giving the Bank a deed of trust, mortgage or other security instrument including all modifications, addenda and amendments to them (the "Security Instrument") signed the same date as this Note. The Security Instrument gives you a security interest in the property located at the address shown above (the "Property").

**SECTION 3: MY PROMISE TO PAY**

In return for a loan that I have received (the "Loan"), I promise to pay **\$108,000.00** (this amount is called "Principal"), plus interest, to the order of the Bank. I understand that the Bank may transfer this Note. I will make all payments under this Note in U.S. Dollars.

**PAYMENTS**

I will pay Principal and interest by making monthly payments of U.S. \$1,051.41. I will make my payments on the 15TH day of each month beginning on 09-15-2007. I will make these payments until I have paid all of the Principal, interest and any other charges, that I may owe under this Note. If on 08-15-2037, I still owe amounts under this

FRN Multi-state, HCWF#144v19 (01/20/06)



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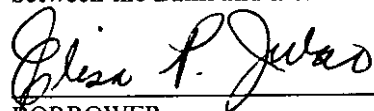
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**NOTICE TO THE BORROWER:**

**DO NOT SIGN THIS NOTE IF IT CONTAINS BLANK SPACES. ALL SPACES SHOULD BE COMPLETED BEFORE THIS NOTE IS SIGNED. READ THIS NOTE BEFORE SIGNING IT.**

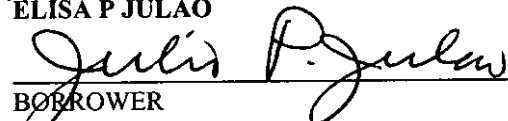
**ACKNOWLEDGMENT**

I have received, read and retained a copy of this Fixed Rate Loan Note, the Security Instrument and the Truth-in-Lending Disclosure Statement, provided to me at the closing, all of which I agree to by signing this Fixed Rate Loan Note. If this Loan is secured by a dwelling, I have also received, read and retained a copy of the Agreement to Provide Insurance and the HUD Settlement Statement provided to me at the closing. In addition, I hereby agree that the terms of this Fixed Rate Loan Note replace the terms of any and all prior oral or written agreements, including by way of example only, commitment letters and pre-approval letters between the Bank and me.

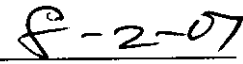
  
BORROWER  
ELISA P JULAO

(Seal)

  
DATE SIGNED

  
BORROWER  
JULIO P JULAO

(Seal)

  
DATE SIGNED

(Seal)

BORROWER

DATE SIGNED

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